

Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement

THIS CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2010 (the "Effective Date") by and between Global Capital Partners LLC ("GCP"), a corporation registered and organized under the laws of the State of Florida and having its principal place of business at 500 Fifth Ave Melbourne Beach, Florida 32951, by and through its authorized signatory, Michael H. Schnetzler ("Schnetzler"), its Managing Member, with full legal responsibility and authority (hereinafter, the "Party A") and, by _____ its _____, as authorized signatory, with full legal responsibility and authority (hereinafter, Party B"). With its principal place of business at: _____ (Hereinafter, Party A and Party B may each also separately be referred to as a "Party" and together as the "Parties.")

I. Recitals

- A. WHEREAS, the Parties have entered into certain discussions and/or have entered into or expressed their desire to enter into certain contractual arrangements and/or business dealings (these discussions, arrangements, and/or business dealings are referred to herein individually as "Arrangement", and collectively the "Arrangements");
- B. WHEREAS, each of the Parties possess certain trade secret, business confidential, limited distribution, controlled, "in confidence," proprietary, or otherwise protected information, not generally known to the public, specifically concerning certain of its contacts, relationships, sources, clients, financial information, business strategies, and/or technologies, and/or certain contacts, relationships, sources, clients, financial information, business strategies, and/or technologies provided to it by one or more third parties on the condition that it will be treated "in confidence" (such third parties are referred to herein as "Interested Third Parties") and which it is required to handle as business confidential, limited distribution, controlled, "in confidence", proprietary, or otherwise protected information;
- C. WHEREAS, all such information or documents provided by one Party to the other Party, or prepared by one Party or its representatives and containing or based in whole or in part on any such furnished information, or prepared for the other Party or its representatives, by any third party, introduced or identified to the receiving Party by the disclosing Party (whether provided before or after the date hereof, whether provided orally, electronically, in writing, or by any other means), regardless of the form of communication or the manner in which such information is furnished, shall be referred to herein as "Protected Information";
- D. WHEREAS, in order for each Party to assist the other to evaluate and/or perform its obligations under such Arrangements, each Party may furnish and/or provide the other Party with, or allow the other Party access to, its Protected Information; and
- E. WHEREAS, each Party is willing to receive said disclosure of the other Party's Protected Information pursuant to the terms of this Agreement.

II. Agreement

NOW THEREFORE, intending to be legally bound, in consideration of each of the Parties being provided with or allowed access to the other Party's Protected Information, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby accept the obligations inherent therein, and covenant and agree as follows:

- 1. **Recitals.** The facts contained in the foregoing Recitals are correct to the best of the Parties' knowledge, and the statements made therein accurately reflect the course of dealing and the intentions of the Parties. Such Recitals are incorporated into this Agreement by this reference and form an integral part hereof.
- 2. **Purpose and Authorized Use.** Each Party shall use the other's Protected Information solely for the purpose of evaluating and/or performing its obligation under the Arrangements.

3. **Confidentiality and Non-Disclosure.** Each Party shall treat as confidential any and all of the other Party's Protected Information, shall comply with all data protection requirements pertaining thereto, and shall safeguard, protect, and limit access to any and all of the other Party's Protected Information. Except as expressly permitted by Section II.6 below, Neither Party shall at any time disclose, permit the disclosure or release of, disseminate or transfer (whether orally, electronically, or by any other means) any part of the other Party's Protected Information to any other person or entity, without the express prior written consent of the other Party, which consent may be granted or withheld in that Party's sole and absolute discretion. Each Party shall take all necessary measures to avoid any unauthorized reproduction or transmission of the other Party's Protected Information, or the disclosure of any of the other Party's Protected Information to any unauthorized person and shall impose distribution limitations on the other Party's Protected Information contained in Technical Data/Documents and Manuals ("*TDM*"), and other of the Party's Protected Information, including, but not limited to, that Protected Information of a trade secret nature, as deemed necessary and appropriate to prevent the disclosure thereof to any unauthorized person.
4. **Return/Destruction.** Upon the written request of either Party for the return of its Protected Information, or, irrespective of any explicit request, where the negotiations are discontinued, the other Party shall immediately refrain from any further use of the requesting Party's Protected Information and shall, within five (5) days thereof: (a) return any of the other Party's written Protected Information and all copies it has made thereof to the other Party; (b) destroy or permanently erase any and all records, notes, studies, reports, memoranda, and other documents and materials it has prepared that contain, reflect, or were prepared on the basis of, the other Party's Protected Information and any and all copies it has made thereof; (c) use all reasonable endeavours to ensure that anyone to whom it has supplied any of the other Party's Protected Information likewise destroys or permanently erases such Protected Information and any copies made by them, in each case save to the extent that it, or such third party to which it has supplied any of the other Party's Protected Information, is required to retain any such Protected Information by any regulation, rule, or practice governing professionals, any internal compliance policy or procedure of any bank or other regulated financial institution by which it is bound, or any internal policy or procedure relating to the safeguarding or backup storage of electronic data, or where the Protected Information has been disclosed under Section II.6 (b) below; and (e) in each case, duly notify the other Party in writing of such destruction. Any of the other Party's Protected Information that is not returned or destroyed, including, without limitation, any of its oral Protected Information, shall remain subject to the confidentiality obligations set forth in this Agreement.
5. **Non-Disclosure of Existence of Negotiations.** Without prior written consent of the other Party, or except as permitted in Section II.6 below, neither Party shall disclose to any other person that it has received the other Party's Protected Information or that discussions or negotiations are taking place between the Parties, including the status of those discussions and negotiations.
6. **Right to Disclose/Permitted Disclosure.** Disclosure of said Protected Information is strictly limited to those with a Need-to-Know. Notwithstanding the foregoing, each Party shall have the right to disclose such Protected Information:
 - a. to those of its officers, directors, employees, or professional advisors (including, without limitation, its attorneys, accountants, consultants, bankers, financial advisers, and any representatives of its advisers, any of whom may also be referred to herein individually as a "*Representative*" and collectively, as "*Representatives*") to the extent necessary for the purpose and authorized use pursuant to Section II.2 above, provided that, it shall (I) inform the other Party in writing of the identity of the persons to whom it disclosed the other Party's Protected Information, save to the extent that so doing would result in a breach of terms of, or constitute a default under another agreement or instrument, or violate a duty of secrecy, by which it is bound, and (ii) procure that its Representatives each have been advised of this Agreement and have agreed to be subject and bound to the provisions, terms and conditions hereof; or

- b. subject to the provisions of Section II.7 below, (I) where such Information is to be disclosed to an independent auditor entrusted with the auditing of its annual financial statements; (ii) where required by the rules of any stock exchange on which its shares or other securities are listed; (iii) where required by the laws (including but not limited to Federal and State Securities laws) or regulations of any country with jurisdiction over its affairs; (iv) where required in connection with any litigation to which it is a party or witness; or (v) where requested or required, by any court of competent jurisdiction or any competent judicial, governmental, supervisory, or regulatory body.
7. **Court Order or Subpoena.** Notwithstanding the provisions of Section II.6 (b) above, in the event either Party or its Representatives is/are requested or required (by oral question, interrogatories, requests for information or documents, court order, subpoena, civil investigative demand, or similar process) by any stock exchange, self regulatory body, court, governmental agency, or authority, to disclose any of the other Party's Protected Information, the Party receiving such request or demand: (a) shall, to the extent permitted by prevailing law, use its best efforts to provide the other Party with prompt written notice of such request or demand so that such other Party shall have the opportunity to seek an appropriate protective order or confidential treatment; (b) shall take all reasonable steps necessary to prevent disclosure of such other Party's Protected Information; (c) shall promptly co-operate with legal counsel for the other Party in the appeal or challenge of any such order or subpoena and shall not oppose action by the other Party to obtain such protective order or confidential treatment. If, failing the entry of a protected order, either Party or any of its Representatives, in the opinion of its counsel, is legally required to disclose the other Party's Protected Information, such Party or its Representatives may disclose that portion of said Protected Information that its counsel advises that it is compelled to disclose, without liability hereunder, but neither Party shall be relieved of any liability hereunder for any previous disclosure by it or any of its Representatives which was not permitted by this Agreement. Notwithstanding the foregoing, neither Party shall be required to take any action, or to omit the taking of any action, if such action or omission shall constitute a direct violation of a non-appealable court order.
8. **Limitations of Agreement; If** party B has a written existing relationship with the disclosed parties prior to the date of this agreement...
9. **No Unauthorized Contact; No Circumvention of Agreement or Arrangements.** The Parties hereby agree that they will not (a) utilize each other's Protected Information or TDM for their own benefit and profit; (b) contact, enter into discussion or communication (whether written or unwritten) with, deal with, solicit or otherwise be involved with, or attempt to enter into any transaction(s) with any sources, contacts, or third parties introduced or made known (directly or indirectly) to them by the other Party for the types of Arrangements contemplated by this Agreement, or for the Arrangement(s) that prompted the Parties to enter into this Agreement, or for any other Arrangement or opportunity, agreement, or relationship; (c) circumvent the other Party and attempt to participate (whether directly or indirectly) in any transaction contemplated by this Agreement; or (d) enter into any contractual Arrangement with the other Party's contacts, without the express written consent of that Party (including, but not limited to, the consent of that Party as to the details of the contract including, but not limited to, commissions, compensation, or other payments to be paid to that Party and/or to such other parties as may have referred the Parties one to the other), which consent may be granted or withheld in that Party's sole and absolute discretion.
10. **Duration/Restricted Period.** The rights and obligations of the Parties hereunder shall survive the termination of the current negotiations regardless of their outcome. Notwithstanding the foregoing statement, the obligations in this Agreement shall cease at the end of the Restricted Period. For the purpose hereof, the Restricted Period shall begin as of the Effective Date and shall terminate as of the latter of (a) five (5) years following the Effective Date; (b) five (5) years following the termination of any other written arrangement between the Parties; or (c) five (5) years after the receiving Party has fulfilled all of its obligations under Section II.4 above.
11. **Standstill.** Neither Party shall, within the Restricted Period, directly or indirectly participate in any transaction or in the development of any project which in any way incorporates, is based on, or uses any of

the other Party's Protected Information, including, but not limited to, the funding or financing identities, contacts, or programs provided to one Party by the other Party, unless such participation is expressly authorized in writing by the other Party.

12. **Definitive Agreement/Scope.** By signing this Agreement, neither Party shall be under any obligation to continue the negotiations regarding the Arrangements, to enter into an agreement with respect to an Arrangement, or do or omit any other acts not directly stipulated herein or not directly resulting from the duty to secrecy hereunder. Unless and until a definitive written agreement between the Parties with respect to an Arrangement has been executed and delivered, neither Party shall be under a legal obligation of any kind whatsoever with respect to any Arrangement by virtue of this or any other written or oral expression by either of them, except in the case of this Agreement, with respect to those matters specifically agreed herein.
13. **No Warranties.** Neither Party makes any representations or warranties (expressed or implied) regarding the accuracy or completeness of its Protected Information. The Parties agree that neither Party shall have any liability to the other resulting from its use of the other Party's Protected Information, except as may be expressly set forth in a definitive written agreement between the Parties and in accordance with the terms thereof.
14. **No Obligation to Provide Protected Information.** This Agreement does not commit or obligate either Party to furnish, provide, or allow the other Party access to its Protected Information.
15. **No Transfer of Rights.** The Parties agree that each Party's Protected Information shall remain the property of that Party. Nothing contained herein shall be construed as granting or implying any transfer of rights in one Party's Protected Information, or any patents or other intellectual property protecting said Protected Information or related thereto, to the other Party.
16. **Remedies.** The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights and remedies provided by law. In the event of any breach of this Agreement, the Parties hereby agree that their remedies at law or equity would be inadequate. Accordingly, the Parties agree that, in addition to any other remedies provided for herein or otherwise available at law, temporary or permanent injunctive relief and/or an order compelling specific performance of this Agreement may be granted in any action or proceeding that may be brought by the non-breaching Party to enforce any provision of this Agreement without the necessity of proof of actual damages. The breaching Party shall reimburse the non-breaching Party its costs and expenses, including reasonable attorney fees incurred by the non-breaching Party, and hereby waives any objection to the award by a court of reasonable attorney fees and costs to the non-breaching Party, if the non-breaching Party successfully enforces the obligations of the breaching Party hereunder, or is otherwise determined to be the prevailing Party.
17. **Representations and Warranties.** Each Party represents and warrants as to itself: (a) If a Legal Person, it is duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is incorporated or chartered or formed. (b) It has full power and authority to execute, deliver and perform this Agreement, and the execution, delivery, and performance hereof have been duly authorized by all necessary actions. (c) This Agreement is its legal, valid and binding obligation, enforceable in accordance with its terms against the Party. (d) The consummation of the transactions contemplated by this Agreement, and the fulfillment of the terms hereof, shall not conflict with, result in any breach of terms of, or constitute a default under its charter, Articles of Incorporation, or Bylaws or any other agreement or instrument by which the Party is bound. (e) There are no proceedings or investigations pending or, to the best of the Party's knowledge, threatened before any court, regulatory body, administrative agency or other governmental instrumentality asserting the invalidity of this Agreement or seeking to prevent the consummation of any of the transactions contemplated hereby. (f) All actions, approvals, authorizations, consents, orders, permits, rights or licenses required to be taken or obtained in connection with the execution, delivery and performance of this Agreement by it have been taken or obtained on or prior to the date hereof.

- 18. Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of each Party hereto, and shall inure to the benefit of, and be enforceable by, the successors and assigns of each such Party.
- 19. Rights of Interested Third Parties.** The undertakings given by the Parties to each other under this Agreement are also given for the benefit of any Interested Third Parties (as described in Section I.B above), each of which shall have its own independent right to enforce.
- 20. Jurisdiction and Governing Law.** (a) This Agreement shall be governed by the laws of the State of Florida, without regard to the conflicts of laws principals or choice of law provisions thereof, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with such laws. (b) Any controversy or litigation based here on, or arising out of, or under, or relating to any part of this Agreement, or any breach thereof, which is not settled between the signatories themselves, or any action to enforce any provision of this Agreement, or to obtain any remedy with respect hereto, shall be brought and maintained in a court of appropriate jurisdiction, and for that purpose, all Parties expressly and irrevocably consent to submit to the personal jurisdiction of the courts of the State of Florida in Brevard County , in any action or proceeding arising out of or relating to this Agreement, and for the purpose of any such litigation as set forth above, and each of the Parties hereby agree that all claims in respect of such action or proceeding may be heard and determined in such court.
- 21. Inconvenient Forum.** The Parties hereby expressly and irrevocably waive, to the fullest extent they may effectively do so, and to the fullest extent permitted by law, any objection which they may have, or hereafter may have, to the laying of venue of any such litigation brought in any such court referred to in Section II.20 above, to any claim that such litigation has been brought in an inconvenient forum, or to any defense of an inconvenient forum to the maintenance of such action or proceeding, and irrevocably consent to the service of any summons and complaint and any other process by the delivery of copies of such process to it given in the manner specified in Section II.22 of this Agreement and at such address as specified in its respective signature block of this Agreement, or at such address or to such person's attention as it shall have last notified the other Party in the manner provided in Section II.22 of this Agreement.
- 22. Notices.** (a) All notices, demands, instructions, and other communications in writing required or permitted to be given to or made upon any Party hereto or to any other person pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given for purposes of this Agreement if: (I) delivered personally with a receipt signed and dated by the receiving Person; or (ii) sent by pre-paid express courier forward, with a copy of the Air-bill or Air Tracking Receipt or with the Tracking Number transmitted via facsimile or e-mail; or (iii) transmitted by facsimile; *and* (iv) addressed to the Party at such address or to such Person's attention as the Party to whom such notice is to be given shall have last notified the Party giving the same in the manner provided in this Section. (b) Unless and until the Party to whom such notice is to be given shall have otherwise specified in a notice sent or delivered to the Party giving the same in accordance with the foregoing provisions, and in the manner provided in this Section, all notices, demands, instructions, and other communications in writing shall be considered sufficiently given to or made upon the respective Parties hereto, if addressed to the Party at such address as specified in its respective signature block of this Agreement. (c) Any notice so delivered to the Party to whom it is addressed shall be deemed to have been given and received: (I) on the day of such delivery, if by personal delivery with a receipt signed and dated by the receiving Person; or (ii) on the day delivered, if by pre-paid express courier forward, provided that a copy of the Air-bill or Air Tracking Receipt or the Tracking Number is transmitted via facsimile or e-mail on the day sent; or (iii) on the day following which such facsimile was sent, if by facsimile. (d) The date delivered shall be the actual date of delivery as defined above, provided that if any such day is not a business day then the notice shall be deemed to have been given and received on the next business day following such day.

23. **Interpretation.** The Parties agree that each Party and their counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement.
24. **All Restrictions are reasonably justifiable.** The Parties acknowledge that all restrictions referenced herein are reasonably justifiable, and that any breach of the terms shall be a material breach.
25. **Section/Paragraph Headings.** Section/Paragraph headings are included in this Agreement for purposes of information and ease of use only, and shall not be used in interpreting its terms.
26. **Entire Agreement.** This Agreement, and any exhibits or schedules attached hereto, constitutes the entire agreement and understanding between the Parties pertaining to the subject matter hereof, and with respect to any Arrangement contemplated hereby, and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties.
27. **Amendment and Waiver.** (a) This Agreement may be amended from time to time by written instrument signed by each of the Parties, provided that no supplement, modification, or amendment of any terms or provisions of this Agreement shall be deemed binding or effective unless executed in writing by both Parties. (b) No waiver or modification of any of the terms or provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other term or provision, or of any other right, power or privilege hereunder, whether or not similar, nor shall any waiver constitute a continuing waiver. (c) Any waiver of any provision of this Agreement, and any consent to any departure by either Party from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which given. (d) No notice to or demand on either Party in any case shall entitle such Party to any other or further notice or demand in similar or other circumstances. (e) No waiver shall be binding unless executed in writing by the Party making the waiver. (f) No delay in the enforcement of any right hereunder shall create an expectation of non-enforcement of that or any other provision or right. (g) Failure by either Party to enforce or exercise, at any time or for any period, any term of this Agreement, or any right, power or privilege hereunder, does not constitute, and shall not be construed or operate as a waiver thereof or the exercise of any other right, power, or privilege hereunder, and shall not affect the right later to enforce such term or any other term contained in this Agreement.
28. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. A facsimile copy of such executed counterpart shall be deemed of the same legal effect as an original document.
29. **Construction; Severability.** (a) Any provision of this Agreement for any reason held to be invalid in whole or in part, or unenforceable by its terms or as applied to any person or circumstance, shall be construed so as to give it the maximum effect permitted by law. (b) Any term or provision of this Agreement held to be utterly invalid or unenforceable shall be deemed severable from the remaining terms and provisions of this Agreement, and shall not affect the validity or enforceability of the remaining terms and provisions, or the remainder thereof, or the rights of any Party hereto; all other provisions of this Agreement shall remain in force. (c) Any term or provision of this Agreement held to be invalid or utterly invalid or unenforceable as applied to any person or circumstance, shall not affect the application of such term or provision to other persons not similarly situated or to other dissimilar circumstances. (d) The parties hereto shall have an obligation to replace any invalid or unenforceable provision by a valid and enforceable provision which comes as close as legally possible to that of the invalid or unenforceable provision and best approximates the legal, political, economic, and protective purpose and effect of the invalid or unenforceable provision in accordance with the intent and purpose of this Agreement. This shall also apply where the Agreement proves to be lacking certain provisions or where certain provisions of this Agreement prove to be impracticable.

- 30. Use of English Language.** This Agreement has been executed and delivered in the English language. Any translation of this Agreement into another language shall have no interpretive effect. All documents and communications given or delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or communication is not in the English language, accompanied by an English translation thereof, and, in the event of any inconsistency, the English language version of any such document or notice shall control for purposes hereof.
- 31. Use of Number and Gender.** The terms defined in this Agreement include the plural as well as the singular, and the use of any gender herein (whether masculine, feminine, or neutral) shall be deemed to include the other gender.

In witness whereof, each of the Parties have caused this Agreement to be executed by their duly authorized officer as of the date first above written.

Authorized Signatory for and on behalf of:

Its _____

Authorized Signatory for and on behalf of:

Global Capital Partners LLC

Michael Schnetzler

Its: Managing Member